

EXHIBIT 1

Novatae Risk Group LLC aka:
Scottish American Insurance General Agency Inc.
627 W College St., Grapevine, TX 76051
Phone: 714-550-5050
April 17, 2024

Atlantic Casualty Ins. Co.
400 Commerce Court
Goldesboro, NC 27534

Attn: Selena Arellano

Re: Policy Number: L357001357-2
Insured: **Bayport Construction Corp**
Term: 07/25/2023 to 08/31/2023

Certified copy of policy

I, Cathy Cooper, compliance for Novatae Risk Group LLC aka Scottish American Insurance General Agency Inc. do hereby certify that the enclosed policy, L357001357-2 for Bayport construction Corp., is a true and correct copy of the original document.

Cathy Cooper
Compliance
Novate Risk Group LLC
714-550-5050 (0222)
ccooper@novatae.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 1

POLICY NUMBER
L357001357-2

POLICY CHANGES
EFFECTIVE
08/31/2023

COMPANY

Atlantic Casualty Insurance Company

NAMED INSURED
BAYPORT CONSTRUCTION CORP

AUTHORIZED REPRESENTATIVE 310357

NOVATAE RISK GROUP, LLC
34-07 STEINWAY STREET

LONG ISLAND CITY NY 11101

COVERAGE PARTS AFFECTED

Commercial General Liability Coverage Part

CHANGES

In consideration of the returned premium of \$2,363.00, it is hereby agreed that the policy is canceled effective 08/31/2023, due to Cancellation due to underwriting reasons.

Annual Premium: [REDACTED]

ADDT'L PREMIUM

RET PREMIUM [REDACTED]

STATE TAX: -\$ [REDACTED]

FEE: [REDACTED]

Date 09/08/2023

Initials EJU


Authorized Representative Signature

IL 12 01 11 85

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INSURED COPY -- Page 1

EXCESS LINE ASSOCIATION OF NEW YORK

120 Wall Street, 24th Floor • New York, NY 10005-4009

Batch Filing Report

Batch Filing Number

4769534

Submission ID: 4769534

Date: 08/18/2023

ELA Member No: 1250071

Member: NOVATAE RISK GROUP LLC

	Policy No	Trans ID	Trans Code *	Affidavit No	Premium \$ (Rounded to Whole \$)
1	L357001357-2	5451942	D	20230001757	

ABEATO

Total Records: 1

Total Net Premium:

Contact Person CATHY COOPER Phone # (714) 550-5050 Ext.

Email CCOOPER@NOVATAE.COM

Reference

***Trans Code:**

B = Binder/Confirmation of Placement of Coverage
 C = Cover Note
 D = Declarations Page
 E = Subsequent Premium Bearing Endorsement
 X = Item & Premium Previously Reported - STAMP ONLY
 DX = Item & Premium Previously Reported - RESTAMP ONLY
 RX = Revised Item & Premium Previously Reported - STAMP ONLY
 NOC = Correction to Previously Submitted Documents
 S = Suspense Resubmission
 SC = Suspense Resubmission (Binder as Cover Note)
 SD = Suspense Resubmission (Binder as Declarations Page)
 BOR = Broker of Record

ⓈNote:

SECTION 2118(b)(1) REQUIRES
THE LICENSEE TO SUBMIT THE
DECLARATION PAGE/COVER NOTE
TO THE ASSOCIATION PROMPTLY
UPON RECEIPT.

Printed: 08/18/2023 12:06:15

ELANY BFR (4/01)



NO FLAT CANCELLATION

COMMON POLICY DECLARATIONS

L357001357-1

Policy Number L357001357-2

Renewal of Number

Item 1. Named Insured and Mailing Address.

BAYPORT CONSTRUCTION CORP

1286 Prospect Pl
Brooklyn

NY 11213

Item 2. Policy Period

From: 07/25/2023

To: 07/25/2024

Term 366

Day (s)

12:01 A.M. Standard Time at the address of the Named Insured as stated herein Item 3.

Item 3. Business Description:
contractor

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Form No and Edition Date	Premium
Commercial General Liability Coverage Part		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
	Subtotal	\$
	Tax	\$
	Stamping Fee	\$
	Inspect Fee	\$
	Policy Fee	\$
		\$
	Total	\$

Audit Period Annual unless otherwise stated: _____

Item 4. Forms and endorsements applicable to all Coverage Parts:
See Schedule of Forms and Endorsements

Agent No. 310357

General Agent: NOVATAE RISK GROUP, LLC

Address: 34-07 STEINWAY STREET

LONG ISLAND CITY

NY 11101

Producer Code No. :

Producer Name

Producer Address:

Countersigned 07/21/2023 Joseph Marx
DATE

By _____
COUNTERSIGNATURE

THIS COMMON POLICY DECLARATIONS AND THE SUPPLEMENTAL DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS
COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBER POLICY.

IN WITNESS WHEREOF, the Company has caused the Policy to be signed by its President and its Secretary and countersigned by a duly authorized representative.

C. B. [Signature]
President

President

William T. Woodbury
Secretary

Secretary

ACD 09-20

INSURED COPY - Page 3



This is to certify that Excess Line Association of New York received and reviewed the attached insurance document in accordance with Article 21 of the New York State Insurance Law

08/30/2023
Id:1580478456

THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK,
NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE
INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY
MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF
FINANCIAL SERVICES PERTAINING TO POLICY FORMS.

**Excess Line Association of New York
Affidavit Batch Audit Report**
Search Criteria: Batch No. 4769534

Submission ID: 4769534 Batch No: 4769534 Broker: NOVATAE RISK GROUP LLC

Broker Information		ELANY Information
Item No: 1 Transaction Type: D		
Field	Broker Information	ELANY Information
Policy No	L357001357-2	L3570013572

A Stock Company

COMMERCIAL LINES POLICY



400 COMMERCE COURT
GOLDSBORO, NORTH CAROLINA 27534

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law this policy shall not be valid unless countersigned by our authorized representative.

William F. Woodbury Secretary

C. Br. [Signature] President

SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER: L357001357-2		NAMED INSURED BAYPORT CONSTRUCTION CORP	
		Form/Endorsement No./Edition Date	
ACD 09-20	COMMON POLICY DECLARATION		
ACD-GL1 09-20	GL COVERAGE DECLARATIONS		
ACD-GLS 08-11	GL COVERAGE DECLARATIONS EXT		
ACI-102 06-22	CLAIM REPORTING		
ACI-GLB 01-20	PRIVACY POLICY		
ACI-SOS 07-16	SERVICE OF SUIT		
A-MEP1 01-08	MIN EARNED PREM		
IL0017 11-98	COMMON POLICY CONDITIONS		
IL0021 09-08	NUCLEAR ENERGY EXCLUSION		
ILP001 01-04	OFAC		
ACI2173 09-20	EXCL CERTIFIED ACTS OF TERRORISM		
ACI2187 11-20	CONDITIONAL EXCL OF TERRORISM- GL		
AGL 0163 NY 01-09	NY CHANGES-COMM GEN LIABILITY COVERAGE FORM		
AGL-001 01-17	COMMUNICABLE DISEASE EXCL		
AGL-002 01-17	LEAD BEARING SUBSTANCE EXCL		
AGL-003 01-17	PUNITIVE DAMAGES EXCL		
AGL-004 01-17	ASBESTOS OR SILICA EXCL		
AGL-005 10-10	IND CONTRACTORS SUBCONTRACTORS EXCL		
AGL-012 08-18	PREMIUM AUDIT-DEPOSIT PREM END		
AGL-015 05-14	CLASSIFICATION LIMITATION ENDO		
AGL-050 03-13	EIFS EXCL		
AGL-054 12-18	MOLD BACTERIA VIRUS ORG PATHOGEN EXCL		
AGL-055A 03-13	INJURY TO EMPLOYEES AND CONTRACTORS EXCL		
AGL-064 03-13	TOTAL POLLUTION EXCL		
AGL-066 03-13	LIMITATION - MAX AVAIL LIMIT OF INS		
AGL-068 03-13	EXPECTED OR INTENDED EXCL		
AGL-069 01-17	SNOW/ICE EXCL		
AGL-071 03-13	TERMS, CONDITIONS, AND PREMIUM		
AGL-072 03-13	EARTH MOVEMENT EXCL		
AGL-073 01-17	MENTAL INJURY EXCL		
AGL-074 01-17	LIMITATION - RIGHT TO SELECT COUNSEL		
AGL-077 10-16	INSURING AGREEMENT AMENDMENT - USE OF EXTRINSIC EVIDENCE - RIGHT TO DEFEND		
AGL-079 03-13	LIMITATION - IMPORTED DRYWALL		
AGL-080 03-13	OPERATIONS COVERED BY CONSOLIDATED INS PROGRAM EXCL		
AGL-081 01-17	SUITS BETWEEN NAMED INSURED EXCL		
AGL-096 03-13	CONDITION - ARBITRATION		
AGL-106 03-13	AMENDED DEFINITION - PROPERTY DAMAGE		
AGL-108 05-18	EXCLUSION - EMPLOYMENT RELATED PRACTICES		
AGL-112 03-13	VOLUNTEER WORKERS EXCL		
AGL-114 03-13	AMENDMENT OF POLLUTANT DEF		
AGL-131 04-15	CLAIMS IN PROCESS EXCL		
AGL-151 03-18	AUTO, AIRCRAFT, WATERCRAFT EXCLUSION		
AGL-156 12-14	LIMITATION-CONDOS,TOWNHOMES,TOWNHOUSES,TRACT HOUSES		

SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER: L357001357-2	NAMED INSURED BAYPORT CONSTRUCTION CORP
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	Form/Endorsement No./Edition Date
AGL-169 11-20	BREACH OF CONTRACT EXCLUSION
AGL-176 06-19	CONTRACTOR ADDITIONAL INTERESTS
AGL-179 03-22	CONDITION - WHEN WE DO NOT RENEW
CG0001 10-01	COMMERCIAL GL COV FORM
CG0300 1-96	LIABILITY INS DEDUCTIBLE
CG2106 05-14	EXCL - DISCLOSURE OF PERSONAL INFORMATION
CG2136 01-96	NEW ENTITIES - EXCL

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONSRenewal of Number L357001357-1Policy No. L357001357-2

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code) *

BAYPORT CONSTRUCTION CORP

1286 Prospect Pl

Brooklyn

NY 11213

Policy Period *: From 07/25/2023 to 07/25/2024 at 12:01 A.M. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

Each Occurrence Limit	\$ 1,000,000	
Damages To Premises		
Rented To You Limit	\$ 100,000	Any one premises
Medical Expense Limit	\$ 5,000	Any one person
Personal and Advertising Injury Limit	\$ 1,000,000	Any one person or organization
General Aggregate Limit		\$ 2,000,000
Products / Completed Operations Aggregate Limit		\$ 2,000,000

RETROACTIVE DATE (CG 00 02 ONLY)

Coverage A of this Insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date.

If any, shown here: (Enter Date or "None" if no Retroactive Date applies)

DESCRIPTION OF BUSINESS AND LOCATION OF PREMISES

Form of Business:

☐ Individual

 ☐ Joint Venture

 ☐ Partnership

 ☒ Organization (Other than Partnership or Joint Venture) Business

Description*: contractor

Location of All Premises You Own, Rent or Occupy:

1286 Prospect Pl

Brooklyn

NY 11213

PREMIUM

Classification	Code No.	Premium Basis	Territory	Rate		Advance Premium	
				Pr/Co	All Other	Pr/Co	All Other
Dry Wall or Wallboard Installation	92338	P					
		PR					
				See Attached ACD-GLS			
				Subtotal for ACD-GLS \$			
				Total or Minimum Premium \$			
* * (a) area (c) total cost (m) admission (p) payroll (s) gross sales (u) units (t) other							

FORMS AND ENDORSEMENTS applying to this Coverage part and made part of this policy at time of issue +: SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: *

By

Authorized Representative

* Entry optional if shown in Common Policy Declarations.

+ Form s and Endorsements applicable to this Coverage Part omitted if shown elsewhere in the policy.

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Policy Number: L357001357-2

LOCATION OF PREMISES

Location of All premises You Own, Rent or Occupy:

PREMIUM

Classification	Code No.	Premium Basis	Territory	Rate		Advance Premium	
				Pr/Co	All Other	Pr/Co	All Other
Masonry	97447	P [REDACTED] PR [REDACTED]	001	[REDACTED]	[REDACTED]		
Painting-Interior Buildings or Structures	98305	P [REDACTED] PR [REDACTED]					
CONTRACTOR ADDITIONAL INTERESTS	AGL-176					\$ [REDACTED]	
						\$	\$
Total for extension						Total \$	[REDACTED]
** (a) area (c) total cost (m) admission (p) payroll (s) gross sales (u) units (t) other							

ATLANTIC CASUALTY INSURANCE COMPANY

CLAIM REPORTING

In the event you need to report a claim or loss to Atlantic Casualty Insurance Company, we ask that you notify us as soon as practical using one of the following methods:

- Toll free by phone at 1-877-222-5522
- By fax at 1-919-751-2502
- By email at newclaims@atlanticcasualty.net
- Online at www.atlanticcasualty.net

When reporting the claim or loss via fax or email, please include a completed copy of either the Acord Property Loss Notice form, Automobile Loss Notice form or General Liability Notice of Occurrence/ Claim form available online at www.atlanticcasualty.net. Please include any other correspondence such as attorney's letters, suits, bills, estimates, etc. If the information is too voluminous, you may opt to overnight the information to:

Atlantic Casualty Insurance Company
Attn: Claims Department
400 Commerce Court
Goldsboro, NC 27534

Note: Any and all legal papers must be faxed or emailed to Atlantic Casualty Insurance Company immediately upon receipt or service. For additional information, please refer to form ACI-SOS (07/16) Service of Suit in this policy.

NOTICE OF PRIVACY PRACTICES

What We Do To Protect Your Privacy

Atlantic Casualty Insurance Company®* believes that personal information that we collect about our customers, potential customers, proposed insureds (referred to collectively in this Privacy Policy as “customers”), or claimants must be treated with the highest degree of confidentiality. For this reason and in compliance with applicable laws, including the Gramm-Leach-Bliley Act (“GLBA”), we have developed a Privacy Policy that applies. For purposes of our Privacy Policy, the term “personal information” includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.atlanticcasualty.net, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, general agents/managing general agents, governmental agencies, third parties, or consumer reporting agencies. The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.atlanticcasualty.net/privacy. Generally, Atlantic Casualty may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.atlanticcasualty.net. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser. Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

NOTICE OF PRIVACY PRACTICES

Limited Disclosure

Atlantic Casualty Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law. When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

NOTICE OF PRIVACY PRACTICES

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, a general agent/managing general agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law. In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

Changes to the Privacy Policy

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at www.atlanticcasualty.net/privacy or by contacting us.

Contact Us

Atlantic Casualty Insurance Company
Phone: 877-225-5744 extension 6381 (toll free)
Email: Compliance@atlanticcasualty.net

*Atlantic Casualty Insurance Company includes our affiliate company Auto-Owners Specialty Insurance Company.

ATLANTIC CASUALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT ENDORSEMENT

It is agreed that service of process in suit may be made upon:

Angela B. Grady
Vice President Claims
Atlantic Casualty Insurance Company
400 Commerce Court
Goldsboro, NC 27534

and that in any suit instituted against any one of them upon this contract, the Company will abide by the final decision of any Court or Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of the Company in any suit and/ or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon the Company's behalf in the event a suit is instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

ACI-SOS 07/ 16

ATLANTIC CASUALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM

If this policy is cancelled for any reason, except at the request of the Company, you agree with us that the minimum earned premium for this policy is 25% of the total policy premium, unless otherwise indicated below. It is further agreed that such minimum earned premium is not subject to short rate or pro rata adjustment.

All premium charges for adding additional insured and/or waiver of subrogation endorsements to this policy shall be 100% fully earned.

- ☐ 50% of the total policy premium
- ☐ 100% of the total policy premium
- ☐ ____ % of the total policy premium

IL 00 17 11 98

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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Page 1 of 1

IL 00 21 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**NUCLEAR ENERGY LIABILITY EXCLUSION
ENDORSEMENT****(Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

IL P 001 01 04

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROFESSIONAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MARINE LEGAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROTECTION AND INDEMNITY COVERAGE PART
VESSEL DEALER PROTECTION AND INDEMNITY COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
 2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONDITIONAL EXCLUSION OF TERRORISM
(RELATING TO DISPOSITION OF FEDERAL TERRORISM
RISK INSURANCE ACT)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROFESSIONAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MARINE LEGAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROTECTION AND INDEMNITY COVERAGE PART
VESSEL DEALER PROTECTION AND INDEMNITY COVERAGE PART

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or
 - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
 - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
 - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
 - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
2. If the provisions of this endorsement become applicable, such provisions:
 - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
 - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.
- B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:
1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
 2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

- C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs C.5. or C.6. are exceeded.

With respect to this Exclusion, Paragraphs C.5. and C.6. describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NEW YORK CHANGES -
COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. The following is added as Paragraph e. to the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition (Paragraph 2. of Section IV – Commercial General Liability Conditions):

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- e.** Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

B. Paragraph 3. of Section IV – Commercial General Liability Conditions is replaced by the following:

3. Legal Action Against Us

- a.** Except as provided in Paragraph b., no person or organization has a right under this Coverage Part:

- (1)** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- (2)** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

- b.** With respect to "bodily injury" claims, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

- (1)** Brings an action to declare the rights of the parties under the policy; and
- (2)** Names the injured person, someone acting for the injured person or other claimant as a party to the action.

C. The following provision is added and supersedes any provision to the contrary:

Failure to give notice to us as required under this Coverage Part shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

ATLANTIC CASUALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION – COMMUNICABLE DISEASE

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
AUTO DEALERS COVERAGE FORM
GARAGE COVERAGE FORM

This insurance does not apply to any claim, loss, costs or expense for "bodily injury", "property damage", or "personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- (1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- (2) Testing for a communicable disease;
- (3) Failure to prevent the spread of the disease; or
- (4) Failure to report the disease to authorities.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

ATLANTIC CASUALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION – LEAD BEARING SUBSTANCE

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
AUTO DEALERS COVERAGE FORM
GARAGE COVERAGE FORM

This insurance does not apply to any claim, loss, costs or expense for "bodily injury" or "personal and advertising injury" caused by plumbism (lead poisoning) or any disease or ailment caused by or aggravated by exposure, consumption or absorption of lead.

This insurance does not apply to any claim, loss, costs or expense for "property damage" arising out of the actual or alleged presence of lead in any form, including the costs of remedial investigations or feasibility studies, or to the cost of testing, monitoring, cleaning up or removal of any lead-bearing substance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

ATLANTIC CASUALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION – PUNITIVE DAMAGES

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
AUTO DEALERS COVERAGE FORM
GARAGE COVERAGE FORM

This insurance does not apply to any claim of or indemnification for punitive, exemplary and/or statutorily enhanced damages, including, but not limited to, multiple damages. If a "suit" seeking both compensatory and punitive, exemplary and/or statutorily enhanced damages, including, but not limited to, multiple damages has been brought against you for a claim covered by this policy, we will provide defense for such action. We will not have any obligation to pay for any costs, interest or damages attributable to punitive, exemplary and/or statutorily enhanced damages, including, but not limited to, multiple damages.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

ATLANTIC CASUALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION – ASBESTOS OR SILICA

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
AUTO DEALERS COVERAGE FORM
GARAGE COVERAGE FORM

This insurance does not apply to any claim, loss, costs or expense for "bodily injury" or "personal and advertising injury" caused by asbestosis, silicosis, mesothelioma, emphysema, pneumoconiosis, pulmonary fibrosis, pleuritis, endothelioma or any lung disease or any ailment caused by, or aggravated by exposure, inhalation, consumption or absorption of asbestos or silica.

This insurance does not apply to any claim, loss, costs or expense for "property damage" due to or arising out of the actual or alleged presence of asbestos or silica in any form, including the cost of remedial investigations or feasibility studies, or to the cost of testing, monitoring, cleaning and removal of any property or substance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

ATLANTIC CASUALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION – INDEPENDENT CONTRACTORS OR SUBCONTRACTORS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any claims, loss, costs or expense arising out of or related to the action(s) or inaction(s) of independent contractors or subcontractors by or on behalf of any insured; or for the negligent hiring, training, supervision, direction, inspection, investigation, management or retention of independent contractors or subcontractors on behalf of any insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

ATLANTIC CASUALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PREMIUM AUDIT OR INSPECTION - DEPOSIT PREMIUM - CANCELLATION IN THE EVENT OF UNPAID PREMIUM AUDITS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Conditions (Section IV), Commercial General Liability is amended as follows:

5. Premium Audit

Paragraph " b." is deleted and replaced by the following:

- b) Premium shown in this Coverage Part as advance premium is a minimum and deposit premium. It shall be determined based on an estimate of your exposures for the policy year. At the close of each audit period, or after expiration or cancellation of this policy, or during the policy term, we may, at our discretion, compute the policy premium based on your actual records, a telephone inspection or survey, physical inspection or survey, self-audit or an audit conducted of your actual records. If you do not provide the requested audit information, an estimated audit endorsement will be processed increasing the rating basis by 50%. The developed premium shall be immediately due and payable on notice to the first Named Insured.

Additional premium may be generated by additional exposure(s) including but not limited to increases in the rating basis. Additional classifications disclosed at audit will be added at the company's discretion, subject to current underwriting guidelines, effective the inception date of the policy. This includes any mandatory forms associated with the additional classifications.

If additional premium generated by the audit is not paid promptly the policy may be cancelled at our discretion. If additional audit premium is due on an expired policy, the renewed policy may be cancelled for non-payment of premium.

If the total earned premium for the policy period is less than the advance premium, then the advance premium is the minimum premium and not subject to further adjustment.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

ATLANTIC CASUALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CLASSIFICATION LIMITATION

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to and no duty to defend is provided for "bodily injury," "property damage," "personal and advertising injury" or medical payments unless the insured can demonstrate the "bodily injury," "property damage," "personal and advertising injury" or medical payments arise out of the classification(s) shown on the Commercial General Liability Coverage Declarations, its endorsements or supplements. The parties agree the definition(s) used for the classification(s) in the policy are those defined and maintained by the Insurance Services Office (ISO).

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

ATLANTIC CASUALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION EIFS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any claim, loss, costs or expense for "bodily injury", property damage" or "personal and advertising injury" arising from the design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement, of an exterior insulation and finish system (commonly referred to as synthetic stucco or EIFS) or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system. For the purpose of this endorsement, an exterior insulation and finish system means an exterior cladding or finish system used on any part of any structure, and consisting of:

- (1) A rigid or semi-rigid insulation board made of expanded polystyrene or other materials;
- (2) The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
- (3) A reinforced or unreinforced base coat;
- (4) A finish coat providing surface texture to which color may be added; and
- (5) Any flashing, caulking or sealant used with the system for any purpose.

For the purposes of this exclusion, a direct applied exterior finish system and/or a direct exterior finish system (both commonly referred to as DEFS) is deemed to be a substantially similar system to an EIFS system and this endorsement applies equally to what may be referred to as a DEFS.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION – MOLD, BACTERIA, VIRUS AND ORGANIC PATHOGEN LIABILITY

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
AUTO DEALERS COVERAGE FORM
GARAGE COVERAGE FORM**

This insurance does not apply to any claim, loss, costs or expense arising from any actual or alleged:

1. "bodily injury," "property damage" or "personal and advertising injury;"
2. damages for devaluation of property or for the taking, use or acquisition or interference with the rights of others in property or air space; or
3. fines, penalties and attorney fees, arising out of any governmental direction or request, or any private party or citizen action, that an insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "organic pathogens;" or
4. litigation or administration procedure in which any insured may be involved as a party;

arising directly, indirectly, or in concurrence or in any sequence out of actual, alleged or threatened existence, exposure to, discharge, dispersal, deposit, release or escape of "organic pathogens," whether or not such actual, alleged or threatened existence, discharge, dispersal, release or escape is sudden, accidental or gradual in nature.

In addition, this insurance does not apply to any alleged "bodily injury," "property damage," "personal and advertising injury," loss, costs or expense including but not limited to fines, penalties and attorney fees, arising out of or related to any form of "organic pathogens," whether or not such actual, alleged or threatened existence, exposure to, discharge, dispersal, deposit, release or escape is negligently or intentionally caused by any person or entity and whether or not the liability of any insured is alleged to be direct or vicarious. This exclusion also applies whether or not such injury, damage, devaluation, cost or expense is expected or intended from the standpoint of any insured.

"Organic pathogen" means any organic irritant or contaminant, including but not limited to mold, fungus, bacteria or virus, including but not limited to their byproducts such as mycotoxin, mildew, biogenic aerosol or scent.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

ATLANTIC CASUALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION OF INJURY TO EMPLOYEES, CONTRACTORS AND EMPLOYEES OF CONTRACTORS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion e. **Employer's Liability** of **SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

This insurance does not apply to:

- (i) "Bodily injury" to any "employee" of any insured arising out of or in the course of;
 - (a) Employment by any insured; or
 - (b) Performing duties related to the conduct of any insured's business;
- (ii) "Bodily injury" to any "contractor" for which any insured may become liable in any capacity; or
- (iii) "Bodily injury" sustained by any spouse, child, parent, brother or sister of any "employee" of any insured, or of a "contractor", as a consequence of any injury to any person as set forth in paragraphs (i) and (ii) of this endorsement.

This exclusion applies to all claims and "suits" by any person or organization for damages because of "bodily injury" to which this exclusion applies including damages for care and loss of services.

This exclusion applies to any obligation of any insured to indemnify or contribute with another because of damages arising out of "bodily injury" to which this exclusion applies, including any obligation assumed by an insured under any contract.

With respect to this endorsement only, the definition of "Employee" in the **SECTION V - DEFINITIONS** is replaced by the following:

"Employee" shall include, but is not limited to, any person or persons hired, loaned, leased, contracted, or volunteering for the purpose of providing services to or on behalf of any insured, whether or not paid for such services and whether or not an independent contractor.

As used in this endorsement, "contractor" shall include, but is not limited to, any independent contractor or subcontractor of any insured, any general contractor, any developer, any independent contractor or subcontractor of any general contractor, any independent contractor or subcontractor of any developer, any independent contractor or subcontractor of any property owner, and any and all persons working for and or providing services and or materials of any kind for these persons or entities mentioned herein.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

ATLANTIC CASUALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - TOTAL POLLUTION

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under paragraph 2. **EXCLUSIONS of SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

ATLANTIC CASUALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

LIMITATION - MAXIMUM AVAILABLE LIMIT OF INSURANCE

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

When two or more coverage forms, coverage parts or policies are issued by us:

This endorsement applies to all coverage forms or coverage parts and policies providing "bodily injury" and "property damage" and/or damage to premises rented to you and/or medical payments and/or "products-completed operations" and/or "personal and advertising injury."

For any loss, claim, costs or expense arising out of one occurrence:

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same occurrence, the maximum per occurrence Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy.

This endorsement applies to any insured including, but not limited to, any additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

ATLANTIC CASUALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION - EXPECTED OR INTENDED

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion 2.a. of **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced by the following:

- a) **Expected Or Intended Injury**
"Bodily injury" or "property damage" expected or intended from the standpoint of any insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

ATLANTIC CASUALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION – SNOW AND/OR ICE REMOVAL

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
AUTO DEALERS COVERAGE FORM
GARAGE COVERAGE FORM

This insurance does not apply to any claim, loss, costs or expense for "bodily injury" or "property damage" arising from any insured's operations or completed operations for the removal of snow and/or ice. This exclusion does not apply if you remove snow and/or ice from any premises that you own or rent whose address is shown on the policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

ATLANTIC CASUALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

TERMS, CONDITIONS, AND PREMIUM

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy's terms, conditions and premiums are subject to change in accordance with our rates and rules in effect at the time of the renewal, continuation or anniversary.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

ATLANTIC CASUALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION - EARTH MOVEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any claim, loss, costs or expense for "bodily injury," "property damage" or "personal and advertising injury" arising out of, caused by, resulting from, attributable to or contributed to, aggravated by, or related to earthquake, landslide, mud flow, subsidence, settling, slipping, falling away, shrinking, caving in, shifting, eroding, rising, heaving, tilting or any other movement of land, earth or mud.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED